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CHURCH OF SCIENTOLOGY INTERNATIONAL

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY INTERNATIONAL, ) CASE NO. 157 680  
13 a California not-for-profit )  
religious corporation; )  
14 Plaintiffs, )  
15 vs. )  
16 GERALD ARMSTRONG; MICHAEL WALTON; et )  
17 al., )  
Defendants. )  
18 Date: April 14, 1995  
19 Time: 9:30 a.m.  
20 Dept: 1  
21 Trial Date:  
May 18, 1995

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I.

**INTRODUCTION**

On February 23, 1995, plaintiff Church of Scientology International ("Plaintiff") filed a motion for summary adjudication which seeks a permanent injunction against defendant Gerald Armstrong that will stem the tide of his seemingly-endless violations of the settlement agreement to which the parties contracted in 1986. With this application, Plaintiff seeks leave to file a single piece of additional evidence in support of its summary adjudication motion.

II.

**GOOD CAUSE EXISTS TO PERMIT SUBMISSION OF A SINGLE ADDITIONAL EXHIBIT IN SUPPORT OF PLAINTIFF'S MOTION**

Marin County Rule 3.13(X) provides that a moving party on a motion for summary adjudication may not submit additional evidence with the reply to the opposition, "except upon written ex parte application to the assigned judge with notice and a showing of good cause." Here, good cause exists to permit Plaintiff to file the supplemental Declaration of Andrew Wilson and the single piece of evidence which it attaches, because the evidence is evidence of a new and substantial breach of the Agreement by Armstrong, which did not exist until April 5, 1995. Armstrong's latest breach presents further evidence that a substantial permanent injunction is needed to end Armstrong's scofflaw determination to breach his contract.

The relief which Plaintiff seeks in its summary adjudication motion is an injunction which:

1. Prohibits Armstrong from voluntarily assisting private litigation adversaries of the Church and/or the protected

1 entities and individuals, or from assisting would-be anti-  
2 Scientology claimants;

3           2. Prohibits Armstrong from facilitating in any way the  
4 publication of any book, article, film, television program, radio  
5 program or other literary, artistic or documentary work of any kind  
6 which discusses Scientology and/or any of the Beneficiaries;

7           3. Prohibits Armstrong from discussing Scientology  
8 and/or the Beneficiaries with third parties other than members of  
9 his immediate family;

10           4. Requires Armstrong to remove all information  
11 concerning the Church and/or any of the Beneficiaries from any and  
12 all databases, electronic or otherwise, within the possession,  
13 custody or control of Armstrong's Colorado corporation, FACTNet;<sup>1</sup>

14           5. Requires Armstrong to return to the Church any  
15 documents which he now has in his possession, custody or control  
16 which discuss or concern the Church and/or any of the Beneficiaries;  
17 and

18           6. Prohibits Armstrong from acquiring or creating in the  
19 future any repository, collection, or database (electronic or  
20 otherwise) of documents which discuss or concern the Church and/or  
21 any of the Beneficiaries.

22           Each of these proposed prohibitions are reasonable and lawful  
23 restrictions to which Armstrong agreed in December, 1986, and for  
24 which he received more than \$500,000 in settlement.

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27           <sup>1</sup> "FACTNet" stands for "Fight Against Coercive Tactics Network, Inc."  
28 It is a Colorado corporation which Armstrong formed, with friend Lawrence  
Wollersheim, to provide access to materials for persons who were engaged in  
litigation with various Churches of Scientology, or who were contemplating  
pressing such claims. [Second Amended Complaint, ¶ 100.]

1 In support of its motion, Plaintiff documented more than 58  
2 breaches of the Agreement by Armstrong, all of which have occurred  
3 since 1989, and most of which happened during the pendency of this  
4 litigation.

5 On April 5, 1995, long after Plaintiff had filed its moving  
6 papers herein, and only 2 days before his opposition to the summary  
7 adjudication motion was due, Armstrong chose to breach the Agreement  
8 yet again. This time, he forwarded a lengthy document to FACTNet  
9 Treasurer, Bob Penney, who promptly, at Armstrong's request,  
10 published the document to thousands of people on the Internet. A  
11 true and correct copy of the document which appeared on the  
12 Internet, and which contains a lengthy discussion by Armstrong of  
13 his claimed knowledge of and experiences in Scientology, is attached  
14 to Mr. Wilson's proposed Supplemental Declaration as Exhibit A.

15 The evidence submitted is relevant to two material issues  
16 presented by Plaintiff's motion: whether Plaintiff is likely to be  
17 subjected to continuing harm absent the injunction, and whether the  
18 proposed scope of the injunction is necessary. Mr. Armstrong's  
19 latest use of FACTNet to defame the Plaintiff demonstrates more  
20 eloquently than any argument counsel could make just why the  
21 injunction requested is needed. Defendant Armstrong cannot claim to  
22 be prejudiced by the consideration of this evidence, since he  
23 himself created it.

24 Notice of this application was given to Gerald Armstrong by  
25 telephone on Thursday, April 13, 1995.

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1 III.

2 CONCLUSION

3 More than a month after Plaintiff filed its motion for summary  
4 adjudication, Armstrong chose to breach the settlement agreement yet  
5 again, and to use FACTNet to do so. Plaintiff should accordingly be  
6 permitted to file evidence of that breach, in the form of the  
7 Supplemental Declaration of Andrew H. Wilson and Exhibit 1 thereto,  
8 in support of its motion for summary adjudication of the twentieth  
9 cause of action of Plaintiff's complaint.

10 Dated: April 14, 1995

Respectfully submitted,

11 WILSON, RYAN & CAMPILONGO

12  
13 By: 

ANDREW H. WILSON

14 MOXON & BARTILSON  
15 Laurie J. Bartilson  
16 Attorneys for Plaintiff  
17 CHURCH OF SCIENTOLOGY  
18 INTERNATIONAL  
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